

## APPENDIX H

### AMARILLO - WICHITA FALLS I. D. SERVICE

Pursuant to the provisions of Article XII of the Mediation Agreement dated January 27, 1972, and notice served by the Fort Worth and Denver Railway Company dated March 2, 1972, to establish intradivisional service to operate through freight trains between Wichita Falls and Amarillo, Texas, it is hereby agreed:

1. Amarillo will be the home terminal for employees presently working out of Amarillo, Wichita Falls will be the home terminal for employees presently working out of Wichita Falls.
2. In the operation of crews between Wichita Falls and Amarillo, initially there will be eight (8) pool freight turns, four (4) with Wichita Falls the home terminal: four (4) with Amarillo the home terminal.
3. In the event an extra or made-up crew is operated between Wichita Falls and Amarillo, in either direction, the crew may be (a) deadheaded home, (b) operated caboose hop home, or (c) handle a train back to home terminal.
4. Reasonable requests by these crews to eat on line of road will be granted. For each trip on which no member of the crew delays one of these through freight trains to eat, each member of said crew will be allowed an additional amount equal to prevailing meal allowance in addition to other earnings on the trip. If a national agreement is negotiated concerning the subject matter of this paragraph, it will apply.

5. Employees operating in the service outlined herein will be paid for the entire trip at the mileage rate established by the basic rate of pay for the first 100 miles. In this intradivisional through freight service, overtime will commence at the expiration of eight (8) hours and fifty-three (53) minutes on duty.

6. Employees will not be required to lose time in breaking in and learning the road over the route described herein. Neither will they be required to ride the road on their own time for this purpose without pay. The qualifying of employees over this route will be worked out at the local level between carrier officers and the employees involved.

7. Employees assigned to these runs will not be used in turnaround service short of their designated terminals except in cases where it is impossible to reach the designated final terminal due to impassable track. If employees are tied up between terminals for any reason they shall be deadheaded or towed to the terminal to which headed immediately after being tied up. If an employee is used off his turn he will be made whole.

8. Disciplinary hearings involving employees covered by this agreement shall be held, if possible, at the home terminal of a majority of the crew. When required to attend investigation at other than their home terminal [crew member(s)] shall be transported at carrier expense by means other than a freight train. If found not guilty [crew member(s)] shall be paid the mileage between the points covered by this agreement at the rates provided for herein; and if the investigation consumes more than one day, their meal and lodging expenses shall be provided by the carrier. If required to travel by private automobile, the operator thereof shall receive automobile allowance of 9¢ per mile.

9. Runarounds en route will be corrected at away-from-home terminal as well as at the home terminal, if they are rested.

10. Employees will be allowed a \$2.00 meal allowance after 4 hours at the away-from-home terminal and another \$2.00 allowance after being held for an additional 8 hours. Suitable lodging will be provided for employees in intradivisional service in accordance with the provisions of Article II of the June 25, 1964 Agreement which lodgings will be equivalent to the existing lodging facilities now provided. Also, suitable transportation to and from lodging point will be provided for employees in intradivisional service.

11. Engines used in this intradivisional service will be kept clean, including the toilet facilities.

12. Employees will be deadheaded by bus or company vehicles.

This agreement will remain in effect until changed in accordance with the Railway Labor Act as amended.

Signed at Fort Worth, Texas this tenth day of May 1972.